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**By-Laws and Procedures for
Negotiations
Between
Civil Service Employees Association,
Inc.,
Local 1000, AFSCME, AFL-CIO
Indian River School District Unit
Jefferson Local**

And

**Indian River Central School District
Board of Education
Philadelphia, New York 13673**

July 1, 2017— June 30, 2020

7/1/17 - 6/30/20

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PREAMBLE

All parties concerned recognize that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board and representatives of the Association to negotiate matters of mutual concern and to seek a mutually satisfactory agreement on these matters. To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations.

ARTICLE I RECOGNITION

Section A:

The Indian River Central School District, employer, recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO, Indian River School District Unit, Jefferson Local, as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment, for all employees, excluding the Superintendent of Facilities and Grounds, School Lunch Director, nursing supervisor, transportation supervisor, Clerk of the Board of Education, all existing positions in the District Office, including existing curriculum office staff, secretary to the Superintendent of Schools, District Treasurer and District Tax Collector, in a unit composed of all support employees (buildings and grounds, clerical, food service, aides, registered nurses, pool operator, theater technician, athletic trainer, licensed practical nurse, and weight room attendant).

1. Part-Time Employees: The following provisions of the 2017-2020 Indian River School Unit Agreement apply to employees working less than 20 hours per week:
 - a. Article I — all sections apply,
 - b. Article II — all sections apply,
 - c. Article III— all sections apply,
 - d. Article IV — applies,
 - e. Article V — sections A, B (1), C, E, F and G (2, 3, 4) applies,
 - f. Article VI — sections A, B (1), E, F, G, H (1-3), I, K (1, 2, 3, 4, 6, 7, 8), M (1), N, P, Q, R, S, T, U, W applies,
 - g. Article VII — non-applicable,
 - h. Article VIII — applies,
 - i. Article IX — non-applicable.

2. The provisions of the 2017-2020 Indian River School Unit Agreement apply to all employees working more than 20 hours per week but less than 30 hours per week except for the provisions in Article VI Section C: Medical and Dental Insurance (in reference to current employees working more than 20 hours but less than 30 hours per week or those employees hired for such designated hours prior to ratification, see health insurance coverage eligibility under Article VI Section C).

3. In addition, it is agreed that an employee's day is equal to the number of hours regularly assigned. Therefore, one day of personal leave entitles the employee not to work their regular hours for one day, whether that is three hours or eight hours.

Section B:

The Board agrees not to negotiate with any other party than the Association for the duration of this Agreement.

Section C:

The Indian River Central School Unit of CSEA affirms that it does not assert the right to strike against any government, to assist or participate in such a strike.

Section D:

In the event that the District wants to create a new job title during the term of this Agreement, the District shall notify the Association and provide a written copy of the job description of the title to the Association for inclusion of the title into the bargaining unit. The Association shall provide written notice to the District within 15 days of receipt of the job description if the job title is accepted for recognition by the Association. If the Association does not recognize the job title, it will remain outside the bargaining unit unless there is further action for unit placement through PERB.

Section E: Dues Deduction

1. The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction dues and any Union-sponsored insurance and benefit program premiums that employees covered by this Agreement may elect. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., Capitol Station, PO Box 7125, Albany, NY 12224, on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.
2. The employer agrees to submit to the Civil Service Employees Association, Inc., Capitol Station, PO Box 7125, Albany, NY 12224, each payroll period a list itemizing the Union deductions of each employee.

**ARTICLE II
DURATION OF CONTRACT**

Section A:

This is a three-year contract commencing July 1, 2017, and expiring June 30, 2020.

Section B:

Negotiations for a successor contract will commence upon request of either party no later than March 1 prior to the expiration of this contract. The party requesting the first meeting will present all its proposals in detail at that meeting which will be held within the ten (10) business days of the request for negotiations. The proposals will be in such detail and in the form that the proposing party wishes them to be written in the contract. At the second meeting, the other party will respond in the same manner. The second meeting shall occur within twenty (20) business days of the first meeting.

**ARTICLE III
GRIEVANCE PROCEDURE**

A. Declaration of Policy

1. In order to establish a more harmonious and cooperative relationship between employees, administrators and members of the Board of Education, which will enhance the education program of the Indian River Central School, it is hereby declared to be the purpose of this procedure to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of employees pursuant to established rules, regulations and policies of the District. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

B. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall **have** the right to be represented at any stage of procedures by the Association and/or counsel.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. To the extent possible and practical, all hearings shall be confidential.

6. It shall be the responsibility of the Superintendent of Schools of the District ("Superintendent") to take such steps as may be necessary to give force and effect to these procedures.

C. Definitions

1. A "grievance" is a claimed violation of the terms and conditions of employment specified in this Agreement.
2. A "grievant" and/or an "aggrieved party" refers to the employee or group of employees, or the Association, who submit(s) a grievance or on whose behalf it is submitted by the Association.
3. Representatives shall mean the person or persons designated by the aggrieved employee as his/her counsel or to act in his/her behalf.
4. "Day" or "days" shall mean business days unless otherwise specified.
5. "Immediate Supervisor" shall mean the administrator with the most immediate supervisory authority over the aggrieved party.

D. Submission of Grievances

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally, and in so doing, shall give notice that a "grievance" is being raised.
2. Each written grievance (Appendix B) shall identify the aggrieved party, the provision(s) of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions, a specific statement of the grievance, the names of any witnesses to the grievance, copies of any and all documents relevant to the grievance and the redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted in writing within (10) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
4. Failure by the grievant or Association to process a grievance within the time frames set forth herein shall be considered a bar, and there shall be no right to process the grievance any further.
5. Should the employer or its representatives not process the grievance in a timely fashion, the grievant may move to the next step of the grievance process as though an answer denying the grievance had been received within the stated time frame.

E. **Formal Grievance Procedure**

1. **Step 1— Immediate Supervisor**

- a. A written grievance (Appendix B) must first be submitted to the grievant's immediate supervisor. The immediate supervisor shall respond in writing within seven (7) days after receipt of each grievance. If the grievant is not satisfied with the decision of the immediate supervisor, the grievant may appeal that decision to the Superintendent by submitting a copy of the grievance, a copy of the immediate supervisor's decision and a statement of appeal within seven (7) days after receiving the immediate supervisor's decision.

2. **Step 2 — Superintendent**

- a. The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance, and shall deliver to the aggrieved parties a written decision with respect to the grievance no later than fifteen (15) days after it is received by him/her.

3. **Step 3 — Board of Education**

- a. If the aggrieved party is not satisfied with the decision of the Superintendent, an appeal may be filed in writing with the Board of Education within ten (10) days after receiving the Superintendent's decision.
- b. The Board, or a committee thereof, shall hold a hearing within fifteen (15) days of receipt of the written appeal with the aggrieved party and his/her representative.
- c. Within ten (10) days after conclusion of the hearing, the Board's written decision shall be transmitted to the aggrieved party.
- d. Notwithstanding anything set forth above, the Board or the committees thereof shall not be required to meet more than ten (10) day intervals to process multiple simultaneous grievances.

4. **Step 4 — Arbitration**

- a. In the event the Association is not satisfied with the response of the Board at Step 3 above, it may, within ten (10) days after receiving that statement, refer the grievance to arbitration, by requesting that the American Arbitration Association provide lists of arbitrators. A copy of such request shall be forwarded to the Superintendent.

- b. The parties agree to adhere to the rules and procedures set forth by American Arbitration Association in processing the grievance through arbitration.
- c. The arbitrator shall have no power or authority to alter, add to, or delete from the provisions of this agreement. The arbitrator shall have no power to render a decision which is violative of the terms of this Agreement, nor shall the arbitrator have power to render any decision which requires the commission of an act prohibited by law or which interprets the law.
- d. The cost for the services of the arbitrator will be borne equally by the District and the Association.

F. Disciplinary Action

- 1. All disciplinary actions shall be subject to the grievance procedure, including but not limited to, disciplinary actions that would otherwise be brought pursuant to Civil Service Law Section 75. In the event that a disciplinary action is imposed against an employee by the District, any grievance will be initiated at the Step 2 —Superintendent's level. This provision constitutes a complete waiver of any and all rights an employee may otherwise possess pursuant to Civil Service Law Section 75.

**ARTICLE IV
AGREEMENTS**

It is agreed by and between the parties that any portion of this agreement that requires legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has been given approval.

**ARTICLE V
RECIPROCAL RIGHTS**

Section A: Recognition of CSEA

The employer recognizes the right of the employees to designate representatives of the CSEA, Inc., to appear on their behalf to discuss salaries, working conditions, or grievances, and disputes as to the terms and conditions of the contract and to visit employees during working hours with the approval of the Superintendent.

Section B: Posting of Notices and Visits

- 1. The Indian River Central School Unit of the Jefferson Local of CSEA, Inc. has the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices and communications by the Superintendent or his/her designee.

2. The designated agent of the Indian River Central School Unit of the Jefferson Local — CSEA, Inc., shall have the right, after notifying the Superintendent and obtaining his/her permission, to visit the employer's facilities at all reasonable times for adjusting a grievance.

Section C: Stewards

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of said contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the employer and employee. In the event that an employee working less than 20 hours per week is designated as a steward or elected as an Association officer, all Association business must be conducted outside the employee's regular work time with the District. The list of those employees who are designated, which will number no more than ten (10), i.e., one per building, one for buildings and grounds, one for the evening shift, plus the President of the Association, shall be forwarded to the Superintendent by September 30th of each school year.

Section D: Labor Management Committee

A Labor/Management Committee shall be established and shall include the President of the Employees Unit, or his/her designated representative, and nine (9) members representing the various employee groups within the Unit. They shall meet as necessary with the Superintendent or his/her designated representative. The need for the Committee to meet will be determined jointly by the President of the Unit and the Superintendent. The purpose of the Committee shall be to discuss matters not specifically covered by this Agreement, including, as appropriate, matters relating to job duties within particular job titles.

Section E: Access to Employees

The Union, and its designated agents, shall have the sole and exclusive right of access to members of the Bargaining Unit during working hours to administer this Agreement and to explain Civil Service Employees Association-sponsored benefits and programs. The employer agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc., shall be provided access to the Bargaining Unit employees. The employer further agrees that it will not permit any other organization to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meeting space, on property or premises owned or occupied by the Indian River Central School District with Bargaining Unit employees.

Section F: Agency Shop

The Civil Service Employees Association, Inc. having been recognized or certified as the exclusive representative of employees within the Bargaining Unit represented by this Agreement shall have deductions made from the wage or salary of employees of said Bargaining Unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc., Capitol Station, PO Box 7125, Albany, New York 12224.

Section G: Mutual Information

1. On or before October 31st of each year of this agreement, the District shall supply to the Association President, a Seniority List of bargaining unit members. The Seniority List shall include each unit member's name, address, current job title, appointment date(s) and accrued seniority time for full-time continuous service in the District.
2. The Association, on or before September 30th of each year, or within five (5) business days of the change in any item of information, shall furnish to the Board and to the Superintendent or his/her designee, a listing of each and every officer of the Association.
3. The District shall supply to the unit president on a quarterly basis a list of unit members terminated and new hires showing work location.
4. On or before October 31st of each year of this agreement, the District shall supply each unit member an updated organization chart showing the lines of supervisory authority for each title within the unit. In the event a unit member needs an additional copy of the organizational chart, it will be supplied to the unit member by the District upon request. In the event the District alters or modifies the organization chart, the District shall supply the Unit President with a copy of the newly updated organizational chart as soon as possible. An example of the organizational chart format is attached hereto as Appendix A, for informational purposes only.

Section H: Association Business

1. A total of fifteen (15) days per year of paid leave for Association business will be available to the Indian River Central School Unit for use by the President, or any member of the Association designated, in writing, by the President. Such leave days will be in non-cumulative annual installments.
2. The Association President shall submit an "association business day request schedule" to the Superintendent, or his/her designee, at least thirty days prior to the first association business day requested on such schedule. Within ten days after receipt of the schedule, the Superintendent shall notify the Association President of the days that are approved and the days that must be rescheduled. In the event the Association President may need to request an Association Business day that does not appear on the aforementioned association business day request schedule, or change days on that schedule, the Association President shall submit a written association business day addition or change request to the Superintendent as soon as information is available and preferably at least three days prior to the day requested.

ARTICLE VI
CURRENT BOARD POLICIES AFFECTING SUPPORT PERSONNEL

Section A: Change of Positions

1. Posting of Vacancy

- a. The job to be filled shall be posted on the bulletin board for a period of five (5) business days. The posting will show: (a) job title; (b) rate of pay; (c) initial location; (d) hours of work; (e) months worked; and Civil Service classification and qualifications for the position, if known at the time of the posting. The posting shall also indicate a date when all interested applicants must submit an application for the posted position.
- b. When a vacancy occurs during the summer, the vacancy posting shall be posted in the buildings and shall be submitted to the Association President and Vice President at the address designated by them. This will satisfy the posting requirement.

2. Filling of Vacancy

- a. When an employment opening occurs for a title covered in the scope of the bargaining unit, bargaining unit members, and others, shall be afforded the opportunity to apply for such opening. In the event the Superintendent determines that the qualifications of two or more bargaining unit members are equal, seniority in the District shall prevail. Seniority is defined as continuous full-time service with the District. After the Superintendent recommends an individual to fill the vacancy to the Board of Education, the Board of Education can appoint that individual or reject the recommendation.
- b. In the event a non-competitive or labor class unit member is appointed to a job with significantly different duties, he/she shall serve in that appointment on a trial basis for eight (8) work weeks. If the bargaining unit member's immediate supervisor determines such employee's work is not satisfactory during such trial period, such unit member shall be returned to his/her former position. The unit member shall also have the option to return to his/her former position during the trial period. Substitutes may be hired for the duration of the trial period to fill the position vacated by the person moving into the new position on a trial basis.

Section B: Layoff/Recall

1. The following applies only to Competitive Class positions:
 - a. Seniority, layoff, recall, and reduction in hours shall occur in accordance with the New York State Civil Service Law.

2. The following applies to Non-Competitive and Labor Class positions:
- a. For the purposes of this section only, applicable titles for layoff/recall are as follows:
 1. Cook
 2. Food Service Worker
 3. Porter
 4. Cleaner
 5. Maintenance Aide (Laborer)
 6. Building Maintenance Mechanic
 7. Senior Building Maintenance Mechanic
 8. Lifeguards
 9. Weight Room Attendant (Recreation Assistant)
 10. Licensed Practical Nurse (LPN)
 11. Athletic Trainer
 12. Teacher Aide *

*The parties acknowledge and agree that in the event a Teacher Aide position, which is explicitly assigned duties as a Health Aide, becomes available to unit members on layoff status, only unit members on the recall list with the qualification of being a LPN can be recalled to such a Teacher Aide/Health Aide assigned position.

- b. Seniority shall be defined as the length of continuous full-time service with the District in the title affected. Days that a unit member is on layoff status and any other unpaid leave days do not count toward seniority accrual. Days that a unit member is on paid leave, i.e., accrued sick days, personal days, sick leave bank days, or days absent due to a work-related injury that has been approved by the New York State Workers' Compensation Board do count toward seniority accrual.
- c. A unit member shall lose all accrued seniority upon termination from service with the District. A unit member shall retain accrued seniority while on layoff status.
- d. In the event the District determines there is a need to layoff unit members, such layoff shall be accomplished by the least senior unit member within a given title being laid off first.
- e. Unit members shall be recalled to vacancies in titles, from which they have been laid off, in the inverse order of layoff. A unit member shall remain on an active recall list for a period of three (3) years from the time of layoff. A unit member shall forfeit his/her right to recall if he/she refuses to accept a full-time position that is offered.

- f. In the event a unit member is laid off from a title and has accrued seniority in a previously appointed title, he/she may bump into that previously appointed title only if there is a unit member with less seniority in that previously appointed title.

In the event a unit member is able to bump into a previously appointed title, the least senior unit member in that previously appointed title shall be laid off.

- g. Nothing contained in this section shall be construed or interpreted to be a waiver or abandonment of the District's right and prerogative to assign staff.
- 3. Employees who work less than 20 hours per week do not have seniority rights under Article VI. The District will consider and interview less than 20 hours per week employees who apply for a vacant position, if qualified.

Section C: Medical and Dental Insurance

- 1. Eligibility — In order to be eligible for medical and dental insurance and the other benefits provided under Section C, the employee must work a minimum of 30 hours per week for the District. In reference to current employees hired for more than 20 hours per week but less than 30 hours per week prior to ratification of the 2008 CSEA Agreement, such employees shall be eligible to receive medical and dental insurance and other benefits as so provided under Section C of this Agreement.
 - 1.1 In the event that an employee regularly working more than 20 hours per week but less than 30 hours per week at the time of ratification of the 2008 CSEA agreement subsequently has his/her hours reduced by the District, such an employee shall continue to be eligible to receive medical and dental insurance and other benefits as so provided under Section C of the Agreement. This provision shall not apply if the employee voluntarily elects to take a position with the District that by job title and position description is less than 30 hours per week.
- 2. Health Insurance — All employees eligible for health insurance and who participate in the health insurance plan shall contribute eight percent (8%) towards the premium cost of their selected health insurance coverage.
- 3. The District will provide up to \$75 per participating employee for dental insurance premiums. In those cases where two members of the same family are employed by the District, each will be provided up to \$75 toward the insurance premium. Such payment will be made: (a) to a dental plan approved by the Board of Education, (b) for coverage for the individual employee and (c) for employees in pay status and only during such time that they remain in such status. Because at the time of the execution of this Agreement (June, 2017) considerations were underway to offer Unit members an alternative dental coverage plan, the parties have agreed to re-open negotiations no later than January, 2018 for the sole purpose of negotiating dental coverage under a new dental plan.

4. The District, at the option of employees who retire, will provide additional contribution toward the cost of such retiree's share of monthly health plan insurance premium to a total amount to be determined on the basis of any unused sick leave accruals he/she may have contractually accumulated at the time of retirement at the rate of thirty-five dollars (\$35) per unused sick leave day for the first 100 sick days, fifty dollars (\$50) for the 101st to the 150th day and eighty dollars (\$80) for the 151st through the 200th day accumulated. Further, an employee who is covered under the health insurance plan may elect the cash payment in lieu of payment of insurance premiums. For retirement purposes, employees not covered by the District's healthcare plan may request payment for any unused accumulated sick leave days at the same rates specified above.
5. Any employee member who is otherwise eligible to join the health insurance program but elects not to join, or who elects to drop the health care coverage provided by the District, shall be paid \$2,000 per year. To be eligible to receive a health insurance buyout, a waiver, provided by the District, must be signed by the employee each year in order not to join and receive payment. Payment shall be made at the conclusion of each school year. If an employee has elected not to join, he/she will have an opportunity at each window period thereafter to join the health insurance program. In the event that an employee elects to re-enroll in the plan, such payment shall be prorated accordingly. It is understood that this benefit shall not be available to both spouses working for the District, and one elects no coverage while the other elects dependent coverage. Where the employee is dropping dependent/family coverage, the employee's waiver must be signed a second time, indicating that the spouse or dependent is aware of and consents to the change. In addition, the employee has to show proof that they have obtained health insurance elsewhere, which cannot be a subsidized plan obtained via a health care exchange.
6. The District will provide an IRS 125 Plan for use by members of the bargaining unit.

Section D: Personal Business Days

1. Support personnel may use three (3) days yearly for personal business. These days shall not be used as vacation or recreation time. No reason need be given for personal business days other than it is personal business. Notification shall be given two (2) business days in advance, barring unforeseen circumstances. Personal business days will not be taken the day before or after a vacation or an extended holiday weekend without pre-approval of the Superintendent. Unused personal days shall accumulate as sick leave days.
2. Absences due to quarantine, court order, impassable roads or for unusual or unforeseen conditions shall be excusable at the discretion of the Superintendent of Schools.

Section E: Retirement

1. The Board of Education elects to participate in the New York State Employees Retirement System with allowance for prior service.

2. Unit members who meet the following criteria will be eligible for a deferred income payment as follows. They may elect (a) to be paid on the first working day of the calendar year following the year of retirement, or (b) to have the money paid as part of their final year's salary.

Subject to conditions set forth below, unit members will receive \$250 per full year of service (no proration or partial years considered) at Indian River if the employee retires within the calendar year that the employee is first eligible to draw retirement benefits without any reduction for age or service. Such payments shall not exceed \$7,500 (30 years) regardless of the calculated amount.

- a. To qualify for the incentive, the unit member must be in his/her first year of eligibility to draw benefits from the NYS Retirement System without any diminution of benefits due to age or service. The unit member must have completed at least 10 years of full-time service in the District by the date of retirement.
 - b. The unit member must submit his/her retirement paperwork to the Superintendent 60 calendar days in advance of the unit member's retirement date.
 - c. If the retirement is a disability retirement, the age restriction of 55 and advance notice shall be waived, provided the member has at least ten (10) years of full-time service in the District on the effective date of retirement.
 - d. The unit member must have (obtain) an approved retirement from the New York State Retirement System.
 - e. Any unit member(s) who give(s) notice of retirement, but are requested by the District to stay in service for additional years, will continue to be eligible for the amount they were eligible for on date of original retirement notice. The District will provide the Unit Member with a written statement specifying the District's needs and that the employee will still be eligible for the retirement incentive beyond the date of their initial eligibility.
 - f. Members who first became eligible to retire during the 2016-2017 school year, but who have not yet retired and who submit a letter for retirement purposes approved by the Board of Education by September 1, 2017, shall be eligible for this retirement incentive program.
3. This program is at the sole option of an employee who retires in the calendar year in which they are first eligible to draw retirement benefits without any reduction for age or service. Upon electing to participate in this incentive program and receive payment as specified, the employee shall retain their health (medical and dental) benefits at the rates stated in IRCSD Board Policy, where the employee agrees to the following stipulations, in writing and notarized, in a form to be developed by the District:

- a. The employee agrees to relinquish any and all claims to medical and dental benefits from the District arising out of their employment in the District for the remainder of their natural lives, effective the date the employee first becomes eligible for Medicare, i.e., age 65.
- b. The employee agrees that, upon qualifying for Medicare, the employee (now retiree) will report that enrollment to the District and the District shall take action to disenroll the retiree from the District's provided medical and dental coverage.
- c. The employee agrees that he or she will not be enrolled in or be carried as a family member on another eligible employee's or retiree's medical and dental benefit where that benefit is obtained by employment in the Indian River Central School District.
- d. The employee acknowledges that the District shall not be responsible for the payment of any Medicare related premiums for either basic or supplemental coverage.

Example: Unit member Joe Jones elects to retire on November 1, 2017, at age 55 with 30 years in the retirement system (thus no reduction in benefits) and 25 years of service to the District. Because he meets the criteria and wants to do so, he elects to take advantage of the incentive plan by submitting his paperwork by September 1. Upon retiring, he will receive \$250 x 25 years of service, or payment in the amount of \$6,250. He will then continue to receive District provided health benefits at the regular contribution rate for retirees for the next ten years. Upon becoming eligible for Medicare at age 65, Medicare becomes his primary insurer (as it would anyway, whether he took the incentive or not), and per the terms of the program, he is disenrolled from the District's health plan.

Section F: Schedule Announcement and Assignment

Information regarding extra duties, (e.g., summer work for ten (10) month employees will be given to the employee forty-eight (48) hours in advance except in extreme emergencies.

Section G: Sick Leave

1. Personal Sick Leave:
 - a. Three (3) days plus one (1) day per working month will be accrued. Unused days will be allowed to accumulate to a maximum of 200 days for all employees for illness.
 - b. If an employee has accumulated 200 sick days, he/she will still be credited 13 additional sick days at the start of the school year. However, if such additional 13 days are not utilized during the course of the year, such employee shall not be permitted to add unused days to his/her 200 day sick leave accumulation.

There shall be no buy-out for any additional sick leave beyond 200 days. Any unused days beyond the maximum will be contributed to the sick bank.

- c. After an absence of three consecutive days or more, an employee must present a doctor's certificate if requested to do so.
 - d. For the purpose of personal sick leave accruals only, 10 month/20 day employees will be treated as eleven (11) month employees.
2. Immediate Family Illness: Unit members may use sick leave days accrued during the current work year for an illness in the immediate family, which necessitates the unit member to personally care for the family member. For the purpose of this paragraph, only "immediate family" is defined as the employee's spouse, domestic partner, parent, child, grandchild, sister, brother or a blood relative where the employee is his/her legal guardian. The definition of domestic partner is someone who currently lives as a partner in the same home, who shares household expenses and responsibilities and has done so for one (1) year or more. Sick leave days accumulated or carried over from previous work years may not be used for this purpose.
3. Bereavement Leave:
- a. Absence for death in the immediate family (viz, parents, children, husband, wife, domestic partner, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law (current in-laws) shall be allowed for a total of up to five (5) days per occurrence.
 - b. An absence of up to two (2) days will also be allowed to attend the funeral of other relatives (viz niece, nephew, uncle, aunt, cousins, and current grandparent-in-law). These days shall not be charged against sick leave time.
 - c. Additional days may be granted by the Superintendent of Schools.
4. Attendance Bonus
- a. Unit members who accumulate over 60 days of sick leave by June 30 and who, during the following fiscal year do not use any sick/illness days, personal business days, or take any unpaid days (without the use of shift changes to save days) during a designated attendance period shall receive an attendance bonus in a lump sum amount. The lump sum of \$200 will be payable for each attendance period. A unit member will receive the bonus amount in the month after each attendance period. The amount is available in the three attendance periods and is not cumulative. The attendance periods are designated as Period 1. July, August, September, October; Period 2. November, December, January, February; and Period 3. March, April, May, and June.

For example:

1) You have saved up 65 sick days by June 30, and during the next four months you do not use any sick leave, sick-in-family, or personal days, you **will** receive an additional \$200 in November.

2) You have saved up to 59 sick days by June 30, you are **not** eligible for the Attendance Bonus until the following year.

3) You have saved up 60 sick days by June 30, during the next four months you do not use any sick leave, sick-in-family, or personal days, you will receive an additional \$200 in November. During the next four months (Nov, Dec, Jan, Feb) you use sick time or personal days, you will **not** be eligible for the attendance bonus until the next period. Period 3 you meet the 60 days before June 30 requirement, and still have above 60 days, and do not use any sick leave, sick-in-family, or personal days, you **will** receive an additional \$200 in July.

- b. This bonus program will sunset at the end of this agreement (June 30, 2020) unless mutually agreed to otherwise by the Parties.

Section H: Sick Leave Bank

The sole purpose of the Sick Leave Bank is to provide additional sick leave to bank members who have exhausted their own sick leave and have suffered a prolonged illness or disabling condition. The sick leave bank is only available for the period of actual disability as certified by a physician's statement. The Sick Leave Bank will be administered according to the guidelines below. Recommendations for changes and/or interpretations will be made by the Sick Leave Bank Committee, subject to the approval of the Superintendent of Schools.

1. All unit members of the staff represented by the CSEA and employed by the Board of Education are eligible for membership.
2. Application for membership must be made in writing and to the Clerk of the Board of Education. Returning employees must apply on or before July 15 to be eligible for the following school year. New employees must apply on or before the end of the first full week of school to be eligible in that school year. These time limits will be strictly interpreted.
3. An annual contribution of one (1) day per school year must be made from a member's accumulated sick leave in order to begin or retain membership in the bank.
4. If there are 3,000 or more days accumulated in the Sick Leave Bank as of June 30th, any employee who has previously contributed 10 or more days shall not be required to contribute any further days, but such employee shall be permitted to remain a member of the Sick Leave Bank.

5. If the Sick Leave Bank falls below 3,000 days as of June 30th, all sick bank members need to start contributing again.
6. Days contributed to the Sick Leave Bank are non-refundable.
7. Persons wishing to terminate membership in the Sick Leave Bank must notify the Clerk of the Board of Education in writing before July 15 or they will continue to be members for the following year.
8. Before a member can draw on the Sick Leave Bank, all of his/her personal sick leave must have been exhausted.
9. Employees leaving the school district will have all their unused sick leave added to the sick leave bank.
10. Each member shall not be eligible for benefits from the Sick Leave Bank until four (4) days for each year of service in the District, up to a maximum waiting period of sixty (60) days have elapsed after the beginning of the continuous absence; i.e., a member with four (4) years of service and ten (10) days of accumulated sick leave would have six (6) days leave without pay covering the period between the time his/her sick leave had been exhausted and the expiration of the sixteen (16) days waiting period before becoming eligible for Sick Leave Bank benefits and would not be able to draw from this Sick Leave Bank until after sixteen (16) days.
11. Benefits received from the Bank will not have to be repaid.
12. Benefits can be granted only for personal illness of the employee.
13. Maximum cumulative benefits for any one individual shall not exceed: Whichever is less

	WORKDAYS	or	PERCENT OF BANK
0-5 years' service in District	20	or	5
6-10 years' service in District	40	or	10
11+ years' service in District	60	or	15

Benefits will be granted only as long as computed days remain available in the Bank.

14. Benefits will apply only to days on which the member would have normally worked.
15. Applications for benefits submitted to the Clerk of the Board of Education must be accompanied by a detailed doctor's statement including such things as expected duration, physical limitations, etc.
16. Benefits may be drawn from the bank by any one member only once in a given fiscal year.

17. Before forwarding all applications for benefits to the Superintendent of Schools for processing, they will be reviewed by a Sick Leave Bank Committee, who will vote on the Application and make a recommendation to the Superintendent. The committee will be convened as necessary, and composed of the following:
 - 2 members of the Central Office Staff
 - 2 members of the CSEA Bargaining Unit who currently contribute to the sick bank
18. Members shall apply to the Sick Leave Bank Committee for Sick Leave Benefits. Requests to the Sick Leave Bank Committee will detail the following:
 - a. Nature of the prolonged serious illness, injury, or physical disability
 - b. Physician's recommendation (documented)
 - c. Estimated days required
 - d. Number of sick days employee has remaining
19. Such favorable decision as this Sick Leave Bank Committee must be by majority vote in regard to all applications for Sick Leave Bank benefits.
20. Bargaining unit members on New York State Workers' Compensation are not eligible to draw days from the bank. (NYS Labor Law)
21. If any application for Sick Leave Bank benefits has been denied, an appeal within ten (10) working days can be made. The applicant may appeal in person if available or can designate a union representative on his/her behalf to the Superintendent and the President of the Union to review the application to render a final and binding decision within five (5) working days. Decision of the Superintendent and President must be unanimous or the appeal is denied.
22. Administrative provisions for notification of Sick Leave Bank application:
 - a. On or before September 30th of each year, the District will provide the following to the President of the Union: 1) Names of sick leave bank members, 2) number of hours in the sick leave bank, 3) number of hours used by the unit members in the prior fiscal year.
 - b. On or before September 30th of each year, the Association shall provide the names of the two unit members to serve on the Sick Leave Bank Committee for the academic year.
 - c. The Sick Leave Bank Committee shall provide a letter to the applicant determining the status of the application as follows: 1) eligible — award granted, 2) eligible — rejected, 3) ineligible. A copy of the letter shall be sent to the President of the Union.
23. Finally it is understood that should the Superintendent of Schools require a member requesting and/or receiving benefits to submit to a medical examination by a school

medical examiner and, upon such medical examiner's examination and consultation with the private physician providing prenatal or postnatal care, should such medical examiner be of the opinion that the member requesting and/or receiving benefits is not disabled, then the Superintendent of Schools will forward the school medical examiner's report to the Sick Leave Bank Committee for its determination as to eligibility of the requesting member to receive the benefit.

Section I: Vacations

1. Each active twelve (12) month employee covered by this Agreement will be credited with vacation at the beginning of his/her probationary appointment and then at the beginning of each fiscal year as defined in the following schedule:

<1 year of service.....up to 2 weeks pro-rated

Beginning of fiscal year following:

Date of hire 2 weeks
Six complete years of service..... 3 weeks
Fourteen complete years of service 4 weeks
Nineteen complete years of service..... 5 weeks

2. If the anniversary date of hire falls between July 1 and January 31, the employee's vacation will be credited on the first day of the fiscal year as if the threshold years of service (6, 14, and 19) were already completed. If the anniversary date of hire falls between February 1 and June 30, the increased number of weeks of vacation will be credited on July 1 of the upcoming fiscal year. For the purpose of this paragraph, the anniversary date of hire may be adjusted to account for "lost time" or an employee's prior "leave without pay" status.
3. All accrued vacation not utilized will be converted into sick days each year on June 30th. At the request of the employee, the Superintendent of Schools may permit up to five (5) days of annual vacation accrued before June 30th to be taken during the months of July or August of the fiscal year immediately following the fiscal year of accrual. Prior year vacation days designated for use in July or August will, if not used, be converted into sick days.
4. Vacation requests will be submitted by employees in writing to the Superintendent of Schools or his/her designee with thirty (30) days prior notice, and employees will receive an answer within ten (10) business days of submission.
5. In case of conflicts where too many employees, as determined by the Superintendent or his/her designee, request the same vacation periods, departmental seniority will apply.
6. All vacations will be subject to the availability of staff to maintain essential operations.

7. The Superintendent or his/her designee will notify personnel of the approved vacation schedule as soon as possible.
8. The employer will allow one (1) weeks' vacation to any part-time employee employed twelve (12) months of the year and the employee will be compensated at the rate of his weekly earnings of that year.
9. Legal holidays will be New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas.
10. All 12-month employees are to work on weekdays not designated as legal holidays. (Examples: Teacher Conference Day, Friday following Thanksgiving, Christmas vacation, mid-winter vacation and spring vacation), unless otherwise determined by the Superintendent.
11. If school is in session on any of the above named days, it is considered a regular working day. When any of the above legal holidays falls on a non-workday, the full-time twelve month employee may, at the discretion of the Superintendent, be paid one (1) day's wage (regular time) or be given a day off.

Section J: Food Service

1. Part-time food service workers will be allowed the same sick leave benefits as other support personnel.
2. All persons who are connected with food preparation, serving or working in a related capacity pertaining to the cafeteria may upon request by the district have an annual physical examination by the school physician who is designated to perform such examination.
3. When the services of District food service staff are required by outside agencies using school facilities, the District will compensate food service staff at their hourly rate or at \$20 per hour, whichever is higher.
4. All staff members will work on such days as parent-teacher conference days and teacher workshop days as part of their regular duties. The Superintendent or his/her designee shall set the working hours and assignments for each employee on such days.
5. The Lead Food Service Worker/Cook will receive a \$0.58 per hour wage differential in schools with less than 300 students; \$0.71 per hour wage differential in schools with 301-700 students; and \$0.83 per hour wage differential in schools with more than 700 students.
6. Employees required to attend the "lead food service" meetings outside the employee's regular hours of employment will be paid the regular hourly rate for each hour in attendance at such meeting.

7. Employees authorized to attend food service related conferences or seminars will be reimbursed for expenses by the District.
8. If an employee fills in for the Lead Food Service Worker for four consecutive full work days, that employee will receive a prorated differential payment (see #5 above) on the fifth consecutive day and for each additional consecutive workday while serving in that capacity, which shall be paid retroactive for the previous four consecutive workdays.

Section K: Buildings and Grounds

1. Superintendent of Facilities and Grounds shall be in charge of all custodial employees to direct and supervise their work.
2. The Board grants permission for two employees to attend Boiler Conference or Fire-Eye School, with expenses paid by the District.
3. The Board of Education authorizes the Superintendent to offer regular custodial personnel extra pay for working holidays. Such additional work must first be offered to regular custodial personnel. If the regular custodial personnel are not interested, an outsider may be employed for holiday work.
4. When custodian services are required by an outside organization using school facilities, the custodian is to be paid by the District.
5.
 - a. All regular employed custodians and senior custodians will work 40 hours, Monday through Friday except the senior custodian listed in 5 (b) below. If authorized by the Superintendent of Schools or the Superintendent of Facilities and Grounds, to work Saturday and/or Sunday (such as a building check), the custodian, senior custodian or cleaner will be compensated for a minimum of two hours of overtime. Further, any emergency call back after custodian, senior custodian or cleaner's regular shift will also be compensated a minimum of two hours of overtime. The two-hour minimum will not apply if called in one hour prior to the start of their regular shift.
 - b. There shall be one senior custodian employed by the District who shall work a 40 hour work week cycle from Saturday to Wednesday. If authorized by the Superintendent of Schools or the Superintendent of Facilities and Grounds to work Thursday and/or Friday (such as a building check), he/she will be compensated for a minimum of two hours overtime.
 - c. The senior custodian (in paragraph 5b above) will serve as the District's senior custodian of its building and grounds on Saturdays and Sundays and will be responsible for performing facilities building maintenance checks and services district wide. In his/her capacity, the senior custodian will be responsible for providing supervision to any and all other custodial/cleaner personnel working the weekend schedule.

This senior custodian position will be called on first to cover any senior custodian (day shift only) who is absent Monday through Wednesday.

- d. All regular employed maintenance aides, maintenance mechanics and senior building maintenance mechanics, if called in on the weekend or after his/her regular shift as authorized by the Superintendent of Schools or the Superintendent of Facilities and Grounds, will be compensated for a minimum of two (2) hours of overtime. The two hour minimum will not apply if called in one hour prior to the start of their regular shift.
6.
 - a. The title senior custodian shall be added to the table in Article VI, Section W, Subsection 6 Hiring Rates.
 - b. Employees holding the title of Senior Custodian shall be paid an hourly wage differential based upon their level of responsibility and/or the shift they work, as follows:
 - i. For a building of less than 300 regularly assigned students - \$0.53 per hour.
 - ii. For a building of 300 or more regularly assigned students - \$0.63 per hour.
 - iii. For the High School and Middle School - \$0.96 per hour.
 - iv. 2nd shift assigned to the High School and Middle School - \$0.72 per hour.
 - v. Assigned to the Saturday to Wednesday shift - \$0.72 per hour.
 7. Employees regularly assigned to the second shift (3:00 p.m. to 11:00 p.m.) shall receive an hourly shift differential of \$0.34 per hour, and employees regularly assigned to the third shift (9:00 p.m. to 5:00 a.m.) shall receive an hourly shift differential of \$0.43 per hour.
 8. Eligible employees will be informed of their right to claim reimbursement for use of their personal vehicle while on school business at the approved Internal Revenue Service (IRS) rate upon notification of such rate from the Jefferson-Lewis BOCES.
 9. If an employee fills in for a senior custodian for four consecutive full workdays, that employee will receive a prorated differential payment (refer to 6(b)) on the fifth consecutive day and for each additional consecutive workday while serving in that capacity which shall be retroactive for the previous four consecutive workdays.
 10. Custodial employees shall have the option to wear district supplied uniform shorts only for the conduct of indoor work, except that when, at their supervisor's discretion, it is determined that the wearing of shorts is not appropriate to the task or tasks assigned to/being performed by the member, the member shall be directed to wear long pants. Further, members will insure that they have long pants available to be worn, in case

they are assigned duties outside the building, or duties not appropriate for the wearing of shorts.

Section L: Typists, Secretarial and Clerical

1. The specific duties of the employee will be at the discretion of the immediate supervisor.
2. Ten (10) month employees who are authorized to work an additional twenty days during vacation periods, inclusive of summer vacation, will have these days scheduled with due consideration of the District mission and administrative needs as mutually agreed upon between the employees and their immediate supervisor.
3. Four secretaries may be authorized to attend the Secretaries Conference with their expenses reimbursed by the School District, and two additional secretaries are authorized to attend at their own expense.
4. Secretaries completing the Professional Standards Program will be paid an additional \$400 per year upon presentation of their certificate. If secretaries complete Professional Standards Program Part II, they will be paid an additional \$400 per year.

Section M: Teacher Aides (Building Aides, Kindergarten Aides, Library Aides, Clerical Aides, SYSOPS, Special Education Aides, Adaptive PE Aides)

1. Job descriptions for teacher aides are available in the district office.
2. Employees authorized to attend work related conferences will be reimbursed for expenses by the District.
3. For courses mandated by the District which are not for the purpose of maintaining certification or State required mandates, the District will reimburse in full for the cost of required materials, books, and tuition. The District will pay the teacher aide's hourly rate for time spent in the classroom.

Section N: Registered Nurses/Health LPN Aides

1. RNs and LPNs may attend a nurses' conference or workshops with prior approval of their supervisor and the Superintendent. Whenever possible, conferences should be attended outside the school year. Expenses for approved conferences will be paid by the District. There must always be an RN on duty during regular school hours, as a result, they will have a 30-minute paid lunch because they cannot leave the building and it may be interrupted.
2. The District will reimburse the total cost of tuition for RNs and LPNs who complete credited college courses approved by their supervisor and Superintendent.

3. Nurses receiving National Certification in School Nursing shall receive an annual stipend of \$600.

Section O: Longevity

All classifications of employees will receive:

\$900 above regular salary beginning in their 10th year
\$1,200 above regular salary beginning in their 15th year
\$1,500 above regular salary beginning in their 20th year
\$1,900 above regular salary beginning in their 25th year
\$2,200 above regular salary beginning in their 30th year
\$2,400 above regular salary beginning in their 35th year

Section P: Pay Dates

1. Pay dates are developed around the ten-month academic calendar. A pay date schedule will be published prior to September 10 of each school year.
2. The schedule will provide for pay every other Friday starting no later than Friday of the first full week of school in September and ending no sooner than the last day of the school calendar. This does not preclude the possibility of paying unit members on the eve of a vacation. Based on the specific calendar and academic years, the possibility of a three week pay period exists when developing a schedule which meets the criteria in this paragraph.
3. Ten-month employees, including those ten-month employees who work additional days during vacation periods, will have the option of 21 (equal) or 25 (big check in June) installments (pays) and will designate their choice of option by the end of June of the preceding school year (unless a first-time employee). Also an opportunity will be given after the first payday in September to make a final choice for 21 equal or 25 (big check in June) installments (pays). Additional days worked by ten-month employees will be paid as earned.
4. Twelve-month employees will be paid as scheduled on the published pay date calendar.
5. Salary remittance notices shall primarily be delivered electronically to those unit members who receive their pay by direct deposit. Unit members shall retain the option of local delivery at the work site or delivery via United States Postal Service for those who receive a non-electronic paycheck should circumstances dictate utilizing these means.
 - a. The District shall provide members of the CSEA with email addresses through which the District shall effect delivery of the notices of salary remittance.

- b. CSEA unit members shall have the right to change the delivery address to an alternate address upon written request to the payroll office.
- c. The District shall permit the use of its technology structure (computers, printers and local area network) to CSEA unit members for the production of printed copies of the notice of salary remittance should the individual members need this record.
- d. The District may alter the format of the notice as needed to display the necessary payroll related information or as otherwise required by law or regulation.
- e. Nothing in this provision will cause a change to the methods of delivery currently in use to deliver payroll checks for those still receiving a non-electronic/paper paycheck.

Section Q: Overtime

- 1. No full-time employees will be allowed to work overtime and receive overtime pay without special permission of the Superintendent or his/her designee. An employee who is specifically requested by his/her immediate supervisor to work overtime can assume that such request has been authorized by the Superintendent or his/her designee.
- 2. When overtime is permitted, it will be paid at the rate of time and one-half for all hours worked within a work week in excess of forty (40) hours, in accordance with state and federal law.
- 3. All approved leave time will be counted as time worked in the computation of overtime.

Section R: Jury Duty

- 1. Unit members serving on jury duty shall receive their regular daily pay reduced by the amount of any jury pay received for daily jury service for any regular work day of the unit member. The unit member is to provide proof of jury duty for payment under this provision.
- 2. Unit members who receive a court subpoena to testify as a witness shall receive their regular daily pay for any regular work day of the unit member. The unit member is to provide a copy of the subpoena to his immediate supervisor for payment under this provision.

Section S: Emergency Closing Days

1. When school is not opened because of weather conditions, the Superintendent shall determine which specific employees shall report to work. Those workers required to report will be paid an additional time and one-half for such hours of service.
2. The Superintendent of Facilities and Grounds will contact second and third shift custodial personnel as to a determination of whether to report to work or not during times of early school closing due to adverse weather conditions.
3. If an employee was not available for work due to a vacation day or other on a day when an emergency closing was declared, he or she will still be required to use the accrued time off day. If, however, the employee was not available for work due to prior request to use a personal day or sick day when an emergency closing was declared, the employee will have the personal or sick day restored as if it had not been requested.

Section T: Resignations

In all cases of resignations, employees are expected to provide, in writing, a minimum of fourteen (14) days' notice. This fourteen (14) day period may include exercising of accrued vacation time still available. Unusual requests necessitating quicker release from employment will be treated on an individual basis as determined by the Superintendent.

Section U: Promotions/Job Changes

Depending on an applicant's experience, the District reserves the right to hire at a higher rate up to twelve percent (12%) in excess of the specified hiring rate.

Section V: Salary Schedule

Subsection 1— Salary Increases for Continuing Employees

1. For July 1, 2017 - June 30, 2018, each employee shall receive a 3.50% wage increase to their base rate of pay.
2. For July 1, 2018 - June 30, 2019, each employee shall receive a 3.50% wage increase to their base rate of pay.
3. For July 1, 2019 – June 30, 2020, each employee shall receive a 3.50% wage increase to their base rate of pay.

It is understood that the targeted pay increases in the 2014-2017 Agreement are acknowledged to be the last such increases to be sought by the Association in future negotiations.

Subsection 2 - Hiring Rates

The hourly rates are computed in accordance with subsection 1 of this section above except that all hiring rates shall be increased by 3.00% for each year of the agreement.

Title	Hrs/Day	Days/Yr	2017-2018	2018-2019	2019-2020
Head Cook	8	school yr	\$18.47	\$19.02	\$19.59
Cook	7	school yr	\$15.10	\$15.55	\$16.02
Food Service Worker	varies	school yr	\$14.69	\$15.13	\$15.58
Asset Control Specialist	8	260	\$18.41	\$18.96	\$19.53
Food Service Porter	6	school yr	\$15.25	\$15.71	\$16.18
Courier (Mail/Supply Clerk)	8	260	\$15.21	\$15.67	\$16.14
Teacher Aides	varies	school yr	\$15.33	\$15.79	\$16.26
Health Aide - LPN	varies	school yr	\$16.88	\$17.39	\$17.91
Account Clerk	varies	varies	\$18.51	\$19.06	\$19.64
Registered Nurse	varies	school yr	\$24.51	\$25.25	\$26.01
Athletic Trainer	varies	school yr	\$30.18	\$31.08	\$32.02
Secretary1, High School, Middle School	varies	10 mo/20 days	\$21.09	\$21.73	\$22.38
Typist, Primary, IRIS, MS, HS	varies	10 mo/20 days	\$19.97	\$20.57	\$21.19
Typist, Special Area	varies	varies	\$19.97	\$20.57	\$21.19
Microcomputer Repair Tech	8	260	\$17.00	\$17.51	\$18.04
Microcomputer Technician	8	260	\$20.16	\$20.76	\$21.38
Help Desk Operator	8	260	\$20.25	\$20.86	\$21.48
Custodian	8	260	\$15.95	\$16.43	\$16.93
Senior Custodian*	8	260	\$16.67	\$17.17	\$17.68
Cleaner	8	varies	\$15.44	\$15.90	\$16.38
Maintenance Aide	8	260	\$15.77	\$16.24	\$16.73
Bldg. Maintenance Mechanic	8	260	\$21.31	\$21.95	\$22.61
Sr. Bldg. Maintenance Mechanic	8	260	\$22.18	\$22.84	\$23.53
Pool Director	varies	varies	\$20.41	\$21.03	\$21.66
Asst. Pool Director	5.5	school yr	\$18.87	\$19.44	\$20.02
Weight Room Attendant	5.5	school yr	\$15.66	\$16.13	\$16.61
Theater Production Technician	8	school yr	\$20.41	\$21.03	\$21.66
Clerk	varies	varies	\$16.43	\$16.92	\$17.43

*See Article VI Section K. 6(b) to compute total hourly rate for this title.

Section W: Employees Assigned to Extra-Curricular and Coaching Assignments

1. Employees who are members of the CSEA bargaining unit and who bid on and are approved to perform extracurricular assignments such as coaching a sport, chaperoning an event, or advising a club will be paid at an hourly rate determined at the time of appointment based upon the nature of the event/activity. All extra-curricular assignments are excluded from the overtime requirements of the Fair Labor Standards Act under "occasional and sporadic employment where the employee freely and solely at their own option enters into this assignment and the work is different in capacity than the employee's regular job.
2. Where a unit member is designated as the primary leader of one of the District's enumerated extracurricular activities, e.g. head coach of a sports team, class advisor, serving as the designated supervisor to one of the district's many clubs or activities, etc., and their official duties in that capacity mandate that they be absent from their regularly assigned duties on behalf of the District in order to fulfill the aforementioned official duties, upon approval by the Superintendent, they shall be granted such leave as necessary to fulfill their mandatory extracurricular duties without charge to their individual leave credits, and for payroll purposes, the activities associated with such leave shall be considered as part of their duties to be performed on behalf of the district and shall not be charged as hours for pay under the calculation used to determine the stipend rate of pay for the coaching or extracurricular activity.

ARTICLE VII REIMBURSEMENT FOR COURSE COMPLETION

Section A:

Full-time employees (those who work more than 20 hours per week) are encouraged to upgrade their skills through educational opportunities offered through the Indian River CSD, Jefferson-Lewis BOCES Adult Education Programs, and undergraduate courses via the SUNY system and other accredited colleges and universities. The District will reimburse the cost of tuition, books, and required materials to attend such courses within the District, the BOCES and the SUNY system, where prior approval is granted, the member successfully completes the course, and the course is directly related to the member's job assignment. Where the desired course/program is not available via the SUNY system but is available elsewhere, e.g., distance learning program, another college/university, online courses, etc., the District will reimburse the cost of tuition, books and required materials, up to the amount necessary to attend a similar course within the SUNY system, so long as the course in question is through an accredited college, university or educational institution, the member successfully completes the course, and the course/program is directly related to the member's job assignment. In either case, attendance at such course or program shall require the prior approval of the Supervisor and Director of Human Resources, and the employee shall provide evidence of the program's accreditation. Where prior approval is granted, reimbursement will be made subsequent to the employee presenting evidence of payment, along with evidence of attendance at, and successful completion of the course with a grade of "C" or higher.

Section B:

The granting or denial of an employee's request to take a course will not be grievable.

**ARTICLE VIII
DRESS CODE**

Members of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Indian River School District Unit, Jefferson Local, are expected to present themselves in a manner consistent with their job responsibilities. Absent unusual circumstances (such as field trips, charitable fund raising, and similar activities), shorts, halter tops, jeans, fatigues, clothing, jewelry, or other items with inappropriate statements, would be considered unsuitable.

FOR THE DISTRICT:

By: _____ Date _____
James Kettrick, Superintendent

**FOR THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 AFSCME/AFL-CIO, INDIAN RIVER SCHOOL DISTRICT,
JEFFERSON LOCAL:**

By: _____ Date _____
Roni Timerman, President CSEA

By: _____ Date _____
Brenda Harwood, LRS

Grievant Name: _____ Date Completed: _____

Job Title: _____ Work Location: _____

Home Address: _____ Home Phone: _____

Supervisor Name: _____

Describe what happened —This should be a specific statement of the grievance.

Who initiated the act (name and title) that is alleged to be in violation of the contract or a change in terms and conditions of employment?

Names of witnesses and/or list of supporting documentation (please attach if applicable).

Where and when did this occur (give date, time and exact location if applicable).

Specific section of the contract, rule, regulation, policy or law that was allegedly violated.

Remedy Desired.

Additional Comments.

Grievant's signature: _____ Date: _____

Grievant's representative: _____ Date: _____

Grievant Process to date:

Step 1: (Immediate Supervisor)

Immediate Supervisor: _____

Date Meeting held: _____ Date: _____

Attendees: _____

Initials: Supervisor _____ Grievant _____ Grievant Rep _____

Date answer received from Supervisor: _____ Attach answer to grievance form

Process Complete

Continue to Step 2

Step 2: (Superintendent)

Date Superintendent Received Grievance _____ Was a Meeting held? Yes No

Date Meeting Held _____ Time _____

Attendees: _____

Initials: Supervisor _____ Grievant _____ Grievant Rep _____

Step 3: (Board of Education)

Date Board of Education Received Grievance _____

Date of Hearing _____

Attendees: _____

Initials: BOE President _____ Grievant _____ Grievant Rep _____

Date Answer received from BOE: _____

Process Complete

Step four

Date Request for Arbitration was filed: _____

Step 4 (Arbitration)

Indian River Central School District CSEA Organizational Chart

